

**UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS**

FORWARD FINANCING LLC,
Plaintiff,

v.

CA No. _____

Boersen Farms Inc
d/b/a Boersen Farms,
Dennis Boersen
and Stacey Boersen,
Defendants.

COMPLAINT

Plaintiff Forward Financing LLC sues Boersen Farms Inc, Dennis Boersen, and Stacey Boersen for breach of contract. Specifically, Plaintiff states and alleges as follows:

PARTIES, JURISDICTION, AND VENUE

1. Plaintiff is a Delaware corporation with its principal place of business at 36 Bromfield Street, Suite 210, Boston, Massachusetts 02108. All members of Plaintiff are citizens of the Commonwealth of Massachusetts.
2. Boersen Farms is a Michigan Corporation with its principal place of business at 6241 Ransom St, Zeeland, MI 49464.
3. Dennis Boersen is a principal of Boersen Farms who is a citizen of Michigan and resides at 4678 72nd Ave, Zeeland, MI 49464.
4. Stacey Boersen is a principal of Boersen Farms who is a citizen of Michigan and resides at 6906 New Holland St, Hudsonville, MI 49426.

5. This Court has personal jurisdiction over Defendants because they transact business in Massachusetts; contracted for the supply of services in Massachusetts; and they regularly do business, engage in a persistent course of conduct, and derive substantial revenue from services rendered in Massachusetts.

6. This Court has subject jurisdiction pursuant to 28 U.S.C. § 1332(a) because this lawsuit involves citizens of different states and the amount in controversy exceeds \$75,000, exclusive of interest and costs.

7. Venue in this district is proper in accordance with 28 U.S.C. § 1391(a).

FACTS

8. On January 31, 2017, Plaintiff and Boersen Farms entered into a Future Receipt Sales Agreement whereby Plaintiff purchased \$224,250.00 of Boersen Farms's Future Receipts for the discounted purchase price of \$150,000.00. A copy of the Future Receipt Sales Agreement is attached hereto as Exhibit A.

9. Pursuant to the terms of the Future Receipt Sales Agreement, Boersen Farms was obligated to pay Plaintiff each business day a specified amount of funds arising from the Future Receipts that Boersen Farms generated (not to exceed ten percent (10%) of the Future Receipts generated in any given calendar month) until such time as Plaintiff collected the full purchased amount of \$224,250.00. Boersen Farms was not obligated to pay Plaintiff its Future Receipts in the event Boersen Farms's business slowed down and its Future Receipts decreased or if Boersen Farms closed its business or ceased to process payment devices.

10. In the Future Receipt Sales Agreement, Boersen Farms authorized Plaintiff to file a financing statement pursuant to the Uniform Commercial Code, granting Plaintiff a security interest in and evidencing the sale of the Future Receipts to Plaintiff.

11. Plaintiff performed under the Future Receipt Sales Agreement by depositing the purchase price of \$150,000.00, less any agreed upon amounts into a bank account designated by Boersen Farms.

12. Between February 2, 2017 and April 6, 2017, Plaintiff received \$72,443.90 of the \$224,250.00 of Future Receipts that Plaintiff purchased from Boersen Farms.

13. On or about April 7, 2017, Boersen Farms breached its obligations under the Future Receipts Sale Agreement by failing to deliver to Plaintiff available and eligible funds arising from Future Receipts that Plaintiff purchased.

14. In the Future Receipt Sales Agreement, Dennis Boersen and Stacey Boersen agreed to indemnify Plaintiff for any losses and damages incurred by Plaintiff in any way relating to or growing out of Boersen Farms's breach of the Future Receipts Sale Agreement. Dennis Boersen and Stacey Boersen have refused to indemnify Plaintiff for the losses and damages that Plaintiff has incurred because of Boersen Farms's breach of the Future Receipts Sale Agreement.

15. By reason of the foregoing, and in accordance with the terms of the Future Receipts Sale Agreement, Plaintiff is entitled to damages in the sum of \$152,366.10, which equals (i) the amount of Future Receipts that Plaintiff purchased from Boersen Farms less the amount of funds arising from Future Receipts that Plaintiff received from Boersen Farms and (ii) fees under Section 5 of the Future Receipts Sale Agreement.

CAUSE OF ACTION FOR BREACH OF CONTRACT

16. Plaintiff incorporates paragraphs 1 through 15 as if fully set forth herein.

17. Plaintiff has performed all of its obligations under the Future Receipts Sale Agreement with Boersen Farms.

18. On or about April 7, 2017, Boersen Farms breached its obligations under the Future Receipts Sale Agreement by failing to deliver to Plaintiff available and eligible funds arising from Future Receipts that Plaintiff purchased.

19. Plaintiff is entitled to indemnity from Dennis Boersen and Stacey Boersen for any losses and damages incurred by Plaintiff in any way relating to or growing out of Boersen Farms's breach of the Future Receipts Sale Agreement, but Dennis Boersen and Stacey Boersen have refused to indemnify Plaintiff in further breach of the Future Receipts Sale Agreement.

20. As a result of Defendants' breaches of the Future Receipts Sale Agreement, Plaintiff suffered the monetary damages described herein.

WHEREFORE, Plaintiff demands judgment against Defendants in the sum of \$152,366.10, which equals the value of the Future Receipts that Plaintiff purchased from Boersen Farms less the amount of funds arising from Future Receipts that Plaintiff received from Boersen Farms plus fees under Section 5 of the Future Receipts Sale Agreement.

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Respectfully submitted,
Forward Financing,
By its attorney,

KIMBERLY EMERLING

A handwritten signature in black ink, appearing to read 'Kimberly Emerling', is positioned above a horizontal line.

Kimberly Emerling, BBO# 675974
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